

Hudl Pilot Products Addendum

This Hudl Pilot Products Addendum (this "**Pilot Addendum**") is a Supplemental Addendum that is incorporated into and forms an integral part of the MSA between Hudl and the Customer identified in the applicable Order. The "**MSA**" means either, as applicable, (i) the executed agreement between the parties covering the use of Hudl products and services, or (ii) if none, the Master Subscription Agreement located at <https://www.hudl.com/legal/msa>. This Pilot Addendum applies to Customer's access to or use of any Pilot Products and is effective as of the earlier of (i) the date the first Order referencing Pilot Products is signed by both parties; (ii) the date of Customer accepting this Pilot Addendum; or (iii) Customer's first access to or use of any Pilot Products. The MSA, any applicable Order(s), and all Supplemental Addenda (including this Pilot Addendum) collectively form the "**Agreement**". By acknowledging acceptance of this Pilot Addendum in a separate document referencing or incorporating this Pilot Addendum or any initial access to or use of any Pilot Products, Customer agrees to the terms and conditions of this Pilot Addendum as well as the MSA and all other Supplemental Addenda. Customer agrees to use Pilot Products in accordance with the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the MSA and other Supplemental Addenda.

In the event of a direct conflict between the documents comprising the Agreement, the following order of precedence shall apply: (a) Orders shall prevail solely with respect to the specific terms therein; (b) any applicable Customer Addenda shall prevail over this Pilot Addendum and the MSA, but only to the extent required by applicable law or regulation; (c) this Pilot Addendum shall prevail over the MSA and other Product Addenda solely with respect to the subject matter hereof; and (d) the MSA shall govern in all other respects. For clarity, the Hudl Hardware Addendum and Hudl Focus Addendum also apply to Pilot Hardware, to the extent applicable.

Except as expressly set forth herein, all other terms and conditions of the Agreement remain in full force and effect. This Pilot Addendum shall not apply to any products and services of Hudl that are not Pilot Products.

1. Scope and Provision of Pilot Products.

- 1.1. Hudl sometimes releases products and features that Hudl is still testing and evaluating. This Pilot Addendum governs Customer's access to and use of Pilot Products. Customer is under no obligation to use any Pilot Products. Pilot Products may include Pilot Software and/or Pilot Hardware, as further defined in Section 13 of this Pilot Addendum. Pilot Products may be provided at a charge or no charge, as set forth on the Order. During the term of this Pilot Addendum and subject to the terms of this Pilot Addendum, (i) any Pilot Products made available by Hudl to Customer may be used by Customer for its internal testing and evaluation purposes only and (ii) in the case of any Pilot Software made available by Hudl to Customer, Hudl hereby grants Customer a non-transferable, non-sublicensable, non-exclusive, limited license to use the Pilot Software in object code form for its internal testing and evaluation purposes only. Customer agrees to, and to allow only Authorized Users to, access and use the Pilot Products only for the purposes allowed in this Section 1.1. Customer acknowledges that Hudl is not providing any compensation or discount to Customer with respect to this Pilot Addendum.
- 1.2. Customer's right to use any particular Pilot Products under this Pilot Addendum will commence on the date Hudl makes such Pilot Products available to Customer and will end on the termination of such right, or of this Pilot Addendum, in accordance with Section 9 below.

2. Pilot Hardware. Any Pilot Hardware will be shipped using the method selected by Hudl to Customer's shipping address (communicated to Hudl by Customer). Any delivery dates for Pilot Hardware are estimates only and are subject to change at any time for any reason, in Hudl's sole discretion. Customer acknowledges and agrees that the quantity of any Pilot Hardware to be provided by Hudl to Customer is subject to change at any time for any reason, in Hudl's sole discretion. Customer shall be responsible for, and shall reimburse Hudl for, loss of or damage to the Pilot Hardware while in Customer's possession. While in Customer's possession, Customer agrees to maintain the Pilot Hardware in good working condition, reasonable wear and tear excepted. Customer acknowledges that Pilot Hardware is only intended for Customer's destination country and that such Pilot Hardware has not been cleared for export into any other country or region.

3. Hudl Rights.

- 3.1. Customer hereby grants to Hudl and its Affiliates a non-exclusive, perpetual, irrevocable, sublicensable, transferable, royalty-free, and worldwide license in and to the Pilot Video, and any and all Intellectual Property Rights in the Pilot Video, to use the Pilot Video for any and all purposes, including improving and developing Hudl's and its Affiliates' current and future products and services and for Hudl's and its Affiliates' internal business purposes. Customer agrees that Hudl may access Customer's Hudl account, during and after the term of this Pilot Addendum, to find and obtain any Pilot Video and Pilot Data (defined below). Pilot Video shall not be subject to the DPA. This Section 3.1 shall survive the termination of this Pilot Addendum and the MSA.
- 3.2. Customer agrees that Hudl may access and use the Pilot Products to record video footage or start and stop recordings at any time without notice to Customer. Customer agrees that Hudl may disable the Pilot Products at any time, including during games, for diagnostic and other purposes without notice to Customer, and Customer acknowledges that it is responsible for ensuring that it has an additional recording method if it is using the Pilot Products for recording.

4. Confidential Information. All diagnostic data and performance data and test results relating to the Pilot Products (collectively, "**Pilot Data**") belong to and are the Confidential Information of Hudl. For clarity, Pilot Data shall not be subject to the DPA. Hudl may use the Pilot Data for any and all purposes. Customer agrees not to publish or disclose any Pilot Data without Hudl's prior written approval.

5. **Relationship to MSA.** Customer acknowledges and agrees that the MSA and Supplemental Addenda apply to any Pilot Video and Customer's use of Products, including the Pilot Products. Customer is responsible for its Authorized Users' compliance with the Agreement. Section 10.1 of the MSA (Hudl Warranties), Section 12.1 (Hudl's Indemnity), and any other warranty or indemnity obligation of Hudl under the Agreement shall expressly not apply to any Pilot Products.
6. **Restrictions.** Customer agrees not to use the Pilot Products except as expressly permitted in this Pilot Addendum. CUSTOMER AGREES NOT TO SUBLICENSE, RENT, COPY, MODIFY, CREATE DERIVATIVE WORKS OF, TRANSLATE, REVERSE ENGINEER, DECOMPILE, OR DISASSEMBLE ANY PILOT PRODUCTS, IN WHOLE OR IN PART, AND AGREES NOT TO ALLOW A THIRD PARTY TO DO ANY OF THE FOREGOING.
7. **Proprietary Rights and Ownership.** Customer agrees that title to the Pilot Products and Pilot Data remains with Hudl and/or its licensors, and that this Pilot Addendum does not give Customer ownership of any Pilot Products or Pilot Data. Subject to the limited rights expressly granted under this Pilot Addendum, Hudl and its licensors reserve all rights, title, and interest in and to the Pilot Products and Pilot Data, including all related Intellectual Property Rights in either. No rights are granted to Customer under this Pilot Addendum other than as expressly set forth herein. CUSTOMER SHALL DO NOTHING INCONSISTENT WITH HUDL'S TITLE TO THE PILOT HARDWARE, INCLUDING TRANSFERRING, LOANING, SELLING, ASSIGNING, PLEDGING, OR OTHERWISE DISPOSING, ENCUMBERING, OR SUFFERING A LIEN OR ENCUMBRANCE UPON OR AGAINST ANY INTEREST IN THE PILOT HARDWARE.
8. **Feedback.** The purpose of this Pilot Addendum is the testing and evaluation of the Pilot Products. In furtherance of such purpose, Customer agrees to provide timely feedback to Hudl regarding the Pilot Products from time to time as reasonably requested by Hudl. Hudl owns all Intellectual Property Rights in any Pilot Feedback and may use Pilot Feedback for any purpose related to the Pilot Products and any other products and services of Hudl and its Affiliates without further approval or acknowledgement, and Customer, on behalf of itself and its Authorized Users, hereby assigns to Hudl any and all rights, including all Intellectual Property Rights, in Pilot Feedback throughout the universe in perpetuity.
9. **Termination.**
- 9.1. Either party may terminate this Pilot Addendum at any time without cause upon ten (10) days' prior written notice to the other. Hudl may terminate this Pilot Addendum immediately upon written notice to Customer if Customer breaches this Pilot Addendum or the Agreement. Either party may terminate Customer's right to use any particular Pilot Products by providing written notice (e-mail to suffice) of such termination to the other party, provided that the notifying party will use reasonable efforts to provide such notice five (5) days before the termination date (except that Hudl may terminate such right immediately if Hudl determines it is appropriate based on feedback received from testing of the Pilot Product). This Pilot Addendum shall terminate if the Agreement terminates.
- 9.2. In connection with any termination of this Pilot Addendum or right to use any Pilot Product, (i) Hudl may deactivate the Pilot Products, if applicable, and any access of Customer to the Pilot Products immediately upon termination, (ii) Customer shall return the Pilot Hardware, using appropriate packaging, to Hudl via Hudl's authorized return shipment process for receipt by Hudl within ten (10) business days of the effective date of termination (unless otherwise agreed by Hudl in writing), and (iii) Customer shall cease using any Pilot Products as of the effective date of termination. Customer agrees that Hudl may retrieve any Pilot Products from Customer's premises after termination of this Pilot Addendum or the right to use a Pilot Product, if such Pilot Product is not returned to Hudl as required by this Section 9.2. Sections 3 through 12 of this Pilot Addendum, and any other provisions which by their terms should survive, shall survive the termination or expiration of this Pilot Addendum and the MSA.
10. **Disclaimers and Liability.**
- 10.1. **No Warranties.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT (INCLUDING SECTION 10.1 OF THE MSA), THE PILOT PRODUCTS ARE PROVIDED "AS-IS" AND "AS AVAILABLE," EXCLUSIVE OF ANY WARRANTY OR REPRESENTATION WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HUDL DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. HUDL MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY THE PILOT PRODUCTS OR CUSTOMER DATA ADDED OR ACCESSED USING THE PILOT PRODUCTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA (INCLUDING SECTION 3.3 OF THE MSA), HUDL HAS NO OBLIGATIONS WITH RESPECT TO CUSTOMER DATA ADDED OR ACCESSED USING THE PILOT PRODUCTS. HUDL MAKES NO REPRESENTATION THAT HUDL (OR ANY THIRD PARTY) WILL ISSUE UPDATES OR ENHANCEMENTS TO THE PILOT PRODUCTS.
- 10.2. Customer acknowledges that some or all Pilot Products may be prototypes. The Pilot Products may contain bugs or errors. Any use of the Pilot Products is at Customer's sole risk. Due to the nature of the Pilot Products, Customer acknowledges that any Customer Data added or accessed using Pilot Products is done so at Customer's sole risk and that Hudl does not make any representations, warranties, or guarantees or make any undertakings regarding the security, confidentiality, or integrity of such Customer Data. Customer acknowledges that Hudl may discontinue the Pilot Products at any time in its sole discretion and may never make some or all of the Pilot Products generally available to its customers. Hudl is under no obligation to support the Pilot Products in any way or to provide any updates to Pilot Products or replacement Pilot Products to Customer. In the event Hudl chooses in its sole discretion to provide an update to a Pilot Product or a replacement Pilot Product to Customer, such update or item shall be deemed Pilot Products and subject to this Pilot Addendum.
- 10.3. **Pilot Hardware.** HUDL ASSUMES NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE PILOT HARDWARE. IT IS CUSTOMER'S AND ITS AUTHORIZED USERS' SOLE RESPONSIBILITY TO MAINTAIN SAFE OPERATION OF THE PILOT HARDWARE AND TO EXERCISE REASONABLE STANDARDS OF CARE AND CAUTION AT ALL TIMES. FOR ANY PILOT

HARDWARE INTENDED TO BE MOUNTED ON A STAND OR TRIPOD (SUCH AS PORTABLE PILOT HARDWARE), (i) SUCH PILOT HARDWARE MUST BE MOUNTED AND SECURED IN SUCH A WAY THAT IT WILL NOT FALL FROM SUCH STAND/TRIPOD, AND (ii) THE STAND/TRIPOD FOR SUCH PILOT HARDWARE MUST BE SAFELY AND SECURELY AFFIXED TO THE GROUND TO ENSURE THE PILOT HARDWARE DOES NOT TIP OVER OR FALL, AND IT IS THE SOLE RESPONSIBILITY OF CUSTOMER AND ITS AUTHORIZED USERS TO ENSURE THAT SUCH PILOT HARDWARE IS PROPERLY MOUNTED ONTO A STAND/TRIPOD AND THAT THE STAND/TRIPOD IS PROPERLY SECURED TO THE GROUND AS SET FORTH IN THE INSTRUCTIONS THAT ACCOMPANY THE PILOT HARDWARE OR ANY INSTRUCTIONS FROM A THIRD PARTY HARDWARE MANUFACTURER. FOR ANY PORTABLE PILOT HARDWARE USED OUTSIDE, DO NOT USE SUCH PILOT HARDWARE IN CONDITIONS WHERE THE PILOT HARDWARE CANNOT BE SAFELY MOUNTED AND SECURED, SUCH AS IN THE EVENT OF HIGH WINDS. HIGH WINDS MAY CAUSE THE PILOT HARDWARE TO TIP OVER OR SEPARATE FROM THE STAND/TRIPOD, POSSIBLY CAUSING DAMAGE OR INJURY; CUSTOMER AND ITS AUTHORIZED USERS SHOULD ALWAYS EXERCISE CARE AND CAUTION IN THESE CONDITIONS.

- 10.4. **Limitation of Liability.** WITH RESPECT TO THIS PILOT ADDENDUM AND ANY PILOT PRODUCTS, IN NO EVENT SHALL HUDL OR ITS AFFILIATES OR LICENSORS HAVE ANY LIABILITY FOR: (I) ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED (INCLUDING USE, MISUSE, INABILITY TO USE, OR INTERRUPTED USE) AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT HUDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS PILOT ADDENDUM FAILS OF ITS ESSENTIAL PURPOSE; OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PILOT PRODUCTS, UNLESS SUCH DISCLAIMER OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE HUDL'S LIABILITY WITH RESPECT TO THIS PILOT ADDENDUM AND THE PILOT PRODUCTS SHALL NOT EXCEED US \$100. ANY PILOT PRODUCTS PROVIDED TO CUSTOMER ARE BEING PROVIDED FOR EVALUATION AND TESTING PURPOSES ONLY, AND THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS PILOT ADDENDUM.
11. **Compliance with Laws.** Customer is responsible for complying with all Applicable Law in connection with its access to and use of any Pilot Products and with this Pilot Addendum, including all laws and restrictions regarding obligations to post a notice advising of any recordings and the export of products or technical information from the United States or other countries that may be imposed from time to time. Customer further agrees that it will not export, directly or indirectly, any technical information acquired from Hudl under this Pilot Addendum or any Pilot Products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other government entity in accordance with applicable law.
12. **Additional Representations and Warranties.** In addition to any representations and warranties in the Agreement, Customer further represents and warrants that (a) Customer has obtained all necessary consents, permissions, approvals, and rights, including all Intellectual Property Rights, for the use of the Pilot Video pursuant to this Pilot Addendum, including from any individual who may be captured in such Pilot Video (or their parent/legal guardian, if a minor) and (b) the use of any Pilot Video, including any Pilot Video recorded by Hudl, pursuant to this Pilot Addendum will not violate, infringe, or misappropriate the Intellectual Property Rights or any other rights of any individual or entity with respect to any individual who or any property that may be included in such Pilot Video.
13. **Definitions.**
- 13.1. **"Pilot Data"** has the meaning given to it in Section 4 of this Pilot Addendum.
- 13.2. **"Pilot Feedback"** means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning any Pilot Products from Customer or its Authorized Users, whether solicited by Hudl or provided by Customer or its Authorized Users without any such solicitation.
- 13.3. **"Pilot Hardware"** means Pilot Products that are Hardware, including any replacement Hardware that Hudl chooses, in its sole discretion, to provide for any Pilot Hardware. Any tangible accessories that are provided by Hudl to Customer for use with Pilot Hardware are deemed to be Pilot Hardware and Pilot Products, even if not specifically identified as Pilot Products on the Order.
- 13.4. **"Pilot Product(s)"** means Products that (a) Hudl has made available to Customer, (b) Hudl has not made generally available to its customers at the time Hudl made such Pilot Products available to Customer, and (c) Hudl has designated (as set forth in an Order) as pilot, limited release, developer preview, or similar description, as well as any documentation related to Pilot Products.
- 13.5. **"Pilot Software"** means Pilot Products that are Software and Services. Pilot Software and Pilot Products include any bug fixes, updates, and modifications that Hudl releases, in its sole discretion, to Pilot Software. Any software embedded on Pilot Hardware is deemed to be Software under the MSA and Pilot Software and Pilot Products, even if not specifically identified as Pilot Products on the Order.
- 13.6. **"Pilot Video"** means any Video recorded using a Pilot Product or added to a Platform using a Pilot Product.

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